

**Los Lunas Schools**  
**Invitation for Bid**  
**For Professional Window Cleaning Services**  
**For Los Lunas School District**

Invitation For Bid (IFB): 2018-011-HR

Bid Opening Date: Thursday, June 7, 2018

Time: 2:00 PM MDT

Where: Los Lunas Schools

Attention: Heather Rindels, District Buyer

119 Luna Avenue (if delivered)

PO Drawer 1300 (if mailed)

Los Lunas, NM 87031

Phone: (505) 866-8259

Email: [hrindels@lsschools.net](mailto:hrindels@lsschools.net)

**A Mandatory Pre-Bid Conference will be held Tuesday, May 29, 2018 at 1:00 PM MDT at Los Lunas High School Cafeteria, 1776 Emilio Lopez Rd. Los Lunas, NM 87031**

Commodity Codes: 91003, 91081

For additional information, please contact: Heather Rindels, District Buyer (505) 866-8259

**Complete Invitation For Bid (IFB) documents as required. Mail or hand carry to the above address in a sealed envelope by the specified date and time. Late bids are not accepted.**

**IFB 2018-011-HR  
WINDOW CLEANING SERVICES  
TERMS AND CONDITIONS**

**1. Intent:**

Los Lunas Schools (LLS) Board of Education is soliciting PROFESSIONAL WINDOW CLEANING services for Los Lunas High School, Valencia High School and Sundance Elementary. This bid process is governed by the Procurement Code, NMSA 1978 13-1-28 through 13-1-199 and shall be considered a part of the contract documents applicable to any contract award made by the Board of Education.

**2. Multiple Awards:**

LLS reserves the right to make multiple awards as a result of this solicitation.

**3. Contract Documents:**

The bidding information included in this packet and listed below shall be considered a part of the contract documents applicable to any contract award made by the Board of Education.

The bidder's signature signifies his full understanding of the Terms and Conditions of the Invitation for Bid ("IFB"). The award of the contract shall be made by a Blanket Purchase Order issued by LLS to the contractor(s) and shall bind the contractor(s) to the Terms and Conditions of the contract documents.

Terms and Conditions governing this procurement (Pages 1-6)

Insurance Requirements (Page 7)

General Performance and Operating Conditions (Pages 8-9)

General Specifications and Scope of Work (Page 10-12)

Bid Form and Mandatory Requirements (Pages 13-15) **Mandatory**

Acceptance Form (Page 16) **Mandatory - this must be signed & returned with Bid Form**

Campaign Contribution Form (Page 17-18) **Mandatory-this must be signed**

**4. Preparation of Bids:**

Each bid must be submitted on the enclosed Bid Form. All blank spaces for bid prices must be filled in with ink or typewritten. The person signing the bid shall initial corrections in ink. Each bid must be submitted in a sealed envelope bearing on the outside of the envelope the name and address of the bidder and the bid number as listed on the "IFB" documents. Improper identification may result in premature opening of, or failure to open a bid, and rejection of the bid by LLS.

**5. Receipt and Opening of Bids:**

Bids must be prepared and submitted in accordance with the provisions hereof. Bid number and name of company bidding must be clearly marked on the outside of the envelope to avoid any confusion or premature opening of bid. Bids will be received on Thursday, June 7, 2018 until 2:00 PM MDT. Any bid received after the specified time for the opening of bids shall not be considered.

Note: Los Lunas Schools will not accept bids that are transmitted using facsimile equipment. This may not apply to amendments or addenda, which do not refer to pricing or the transmittal of supplemental product literature, drawings and the like. Please present requests for approval to use fax transmission for specific materials related to a bid to the authorized agents for LLS identified below:

Heather Rindels, CPPB, CPO  
Purchasing Department  
Los Lunas Schools  
P. O. Drawer 1300  
Los Lunas, NM 87031  
Phone: 505-866-8259

## **TERMS AND CONDITIONS (CONT'D)**

### **6. Qualifications of Bidders:**

LLS may make such investigation as necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as LLS may request. LLS reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy LLS that such bidder is a responsible bidder as defined in NMSA 1978 section 13-1-82 or that the bid is a responsive bid as defined in NMSA 1978, 13-1-84, and is qualified to carry out the obligations of the contract and to complete the work described therein.

Bidder(s) shall also construe this provision to incorporate any necessary investigation and/or monitoring during the life of the contract to enforce any current policy of the Board of Education such as, but not limited to, no smoking or alcoholic beverages on LLS property. As a general rule, any such regulation or law applying to LLS personnel shall be deemed to be in force for contractor's work force occupying any work site. LLS regulations are available from the LLS authorized agents identified above.

### **7. Familiarity With Conditions:**

Clarification of bidding procedures for this Contract may be made by contacting Heather Rindels at 866-8259. Bidders must have acquainted themselves with all conditions affecting this contract before submitting a bid. Failure by the contractor to become familiar with the conditions affecting the contract through its negligence, misunderstanding, or error shall not give rise to any claim against LLS.

Bidders shall carefully examine the proposed contract documents to obtain first-hand knowledge of all proposed work, specifications and conditions. Contractors will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a bid constitutes a representation by the bidder that the bidder has made all appropriate examinations, investigations and analyses and has made provision as to the cost thereof in its bid.

### **8. Records:**

Records shall be maintained by the contractor in compliance with municipal, federal or state laws, ordinances, codes, and this contract. At any time during normal business hours and as LLS may deem necessary, there shall be made available to LLS for examination all of Contractor's records with respect to all matters covered by this agreement. LLS may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payroll, records of personnel, conditions of employment or any other such data as may be pertinent.

### **9. Multiple Offers:**

Unless the Bid Form or Specifications expressly call for alternate bids, LLS will not select from multiple offers on a single document. If bidder offers more than one brand and/or price per item, the (1) as specified or the (2) most expensive will be considered as the primary bid. Other offers will not be evaluated unless the primary bid is low bid in its own right. If you wish to offer an alternate bid in addition to your regular bid, make extra copies of the necessary pages (including signature pages) and submit as Alternate Bid #2. Each bid must stand-alone and comply with the terms and conditions of the contract.

### **10. Conditional Bids:**

Bids in which acceptance is in some manner restricted or conditioned by the bidder will be reviewed by LLS. If the limitations imposed are not in the best interest of LLS or are prejudicial to other bidders, bid will be rejected.

**11. Taxes:**

LLS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued on request. Bid should not include taxes. Taxes are to be shown as a separate line item on invoices. Please note that services (including construction or materials that become part of a construction project) are not exempt. The vendor shall comply with all requirements of the State of New Mexico Gross Receipts Tax law and shall require, if applicable, all subcontractors to comply with the law as well.

**12. Awards:**

Award(s) will be made to the lowest, responsible and responsive bid(s) taking into consideration prior qualifications and capabilities of the bidder, availability of funds and any other relevant factors.

A. LLS reserves the right 1) to award bid received on the basis of individual items, or groups of items, or on the entire list of items; 2) to reject any or all bids or any part thereof; and 3) to waive any informality or irregularity in any bid which does not affect price, quality or quantity of the items subject to the bid process. It is the responsibility of the bidder to inquire as to bid results and the status of any subsequent award.

B. LLS will take advantage of prompt payment discounts whenever possible; however, these will not be used as award criteria.

C. New Mexico procurement law provides for a five percent (5%) resident preference. A bidder who meets state requirements shall be awarded a contract in preference to a non-resident bidder whenever the resident contractor (residing in the state of New Mexico), whose bid is nearest to the low bid of the non-resident contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico business claiming preference will insert its resident business certification as issued by the New Mexico Taxation and Revenue Department in the appropriate space. Provision of the number will be the responsibility of the contractor. Failure to show resident certification number shall constitute a waiver of any claim to resident preference.

D. New Mexico procurement law also provides for a resident veteran business preference. A resident veteran business with annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year receives a ten percent (10%) preference. A resident veteran business shall not benefit from the preference pursuant to this section for more than ten (10) consecutive years. Any New Mexico business claiming preference will insert its resident veteran business certification as issued by the New Mexico Taxation and Revenue Department. Failure to show resident veteran business certification shall constitute a waiver of any claim to resident veteran preference.

**13. Protest:**

Any bidder, offeror or contractor who is aggrieved in connection with a procurement action may protest to the Los Lunas Schools Procurement Department. The protest shall be submitted in writing within fifteen (15) calendar days after obtaining knowledge of the facts or occurrences giving rise thereto.

**14. Warranties:**

Materials, supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to LLS and are in addition to and do not limit any rights afforded to LLS by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**15. Inspections:**

Materials, supplies or services shall be furnished exactly as specified, free from all defects in workmanship, materials, and design. Final inspection and acceptance will be made at the destination. If, prior to final acceptance of work being performed, any item(s) or service(s) are found to be defective or not as specified, LLS may reject them, require the Seller to correct without charge to require delivery at a reduction in price,

which is equitable under the circumstances. If Seller is unable or refuses to correct such item(s) or service(s) within a time deemed reasonable by LLS, LLS may terminate the order in whole or in part. Seller shall bear all risks as to rejected material(s) and/or service(s); and, in addition to any other costs for which the Seller may become liable to LLS under other provisions in these terms and conditions, shall reimburse LLS for all related costs incurred, or payments to Seller for unaccepted material(s) or service(s). Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit LLS rights provided in this section.

**16. Assignment:**

Neither the order nor any interest therein, nor claim thereunder shall be subcontracted, assigned or transferred by the Seller except as authorized in writing by LLS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

**17. Non-Discrimination:**

Seller doing business with LLS must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Act, Rev. 1979.

**18. Penalties:**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation. In addition, New Mexico criminal statutes impose felony penalties for illegal gratuities and kickbacks.

**19. Termination:**

LLS may, by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. LLS shall pay Seller as full compensation for performance until such termination: (1) the unit or prorated order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by LLS with respect to the undelivered or unaccepted portion of the order; provided compensation shall in no event exceed the total order price.

LLS may by written notice terminate this order for Seller's default in whole or in part, at anytime. If Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the item(s) or service(s) or to perform the service(s) within the time specified or any written extension thereof. LLS may purchase or otherwise secure item(s) or service(s) except as may be otherwise provided; Seller shall be liable to LLS for any excess costs occasioned thereby.

If after notice of termination for default, LLS determines that the Seller was not in default or that the failure to perform was due to causes beyond the control and without the fault or negligence of the Seller, termination shall be deemed for the convenience of LLS, unless LLS shall determine that the item(s) or service(s) were obtainable from other sources in sufficient time to meet required delivery schedule.

If LLS determines that Seller has been delayed due to causes beyond the control and without the fault and negligence of the Seller, LLS may extend the time for completion when promptly applied for in writing by the Seller. If such delay is due to failure of LLS, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of order shall be subject to change under the Changes section. Sole remedy of Seller in event of delay by failure of LLS to perform shall be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. Seller shall provide documentation to justify additional payment under this clause. No allowance will be made for anticipated profits. The remedies available under this section shall be in addition to and shall NOT constitute a waiver of the rights of LLS under any bid, performance or payment bond applicable to the procurement. "Seller" is defined as the Seller and his sub-suppliers at any tier.

**20. Cancellation:**

Failure to comply with the terms of the contract documents and/or unsatisfactory performance on the job will constitute grounds for cancellation of the contract. If, after consultation between LLS using departments, LLS Procurement Department, and the contractor, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Procurement Department. Upon such notification, the contractor shall cease work immediately and shall submit an invoice for work satisfactorily completed to date. No allowance will be made for anticipated profits.

**21. Contingency Fees:**

Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, LLS shall have the right to annul this order without liability or, at its discretion, to deduct from this order price or consideration or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

**22. Other Applicable Laws:**

Any provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein. The bid and contract documents shall be governed by and interpreted in accordance with the laws of the State of New Mexico.

**23. Non-Collusion:**

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with the solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

**24. Contract Modification:**

No oral statement by any person shall modify or otherwise affect the terms, conditions, specifications, or price agreements stated in this contract. This contract represents the entire agreement of the parties. No amendment of this contract shall be effective unless it is in writing, signed by all parties.

Submit all questions about the proposed contract specifications including any discrepancies, omissions, or ambiguities noted by any bidder. If appropriate, LLS Procurement Department will issue a written addendum, which shall thereafter become part of the bid documents and proposed contract documents. No oral interpretations shall be given by LLS and, if given, shall not be binding unless reduced to a written addendum issued prior to bid opening. All bids shall be responsive to and include any addenda issued prior to bid opening

**25. Acknowledgement of Terms and Conditions:**

The submission of a bid will indicate that the bidder has read the terms and conditions, understands the requirements and that bidder can supply item(s)/perform work as specified.

No contract exists on the part of Los Lunas Schools until a written contract has been approved by the Board of Education and a Blanket Purchase Order (BPO) is executed which will bind the bidder to the terms and conditions of the bid. Issuance of a BPO will be considered sufficient notice of acceptance of contract.

It is mutually understood and agreed that the successful bidder(s) shall not assign, subcontract, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title or interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of Los Lunas Schools.

## INSURANCE REQUIREMENTS

### 1. Insurance:

The contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed:

a. **Workers' Compensation Insurance:** As required by the Labor Laws and New Mexico Statutes.

AND/OR

b. **Public Liability Insurance:**

1. In the sum of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of a single occurrence,
2. In the sum of three hundred thousand dollars (\$300,000) for all medical or medically related expenses arising out of a single occurrence for all damages other than property damage,
3. In the sum of four hundred thousand dollars (\$400,000) to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical or medically related expenses,
4. In the sum of seven hundred fifty thousand (\$750,000) for all claims other than medical or medically related expenses arising out of a single occurrence as permitted under the Tort Claims Act, or as accepted by Los Lunas Schools.

### 2. Indemnification

Contractor agrees to defend, indemnify, and hold harmless Los Lunas School District, its officers, agents, employees and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and volunteers.

Successful contractor must furnish proof of coverage to the LLS Procurement Officer **upon award of contract**. Failure to provide proper proof of insurance(s) will render any award or agreement as a result of this solicitation as null and void, unless otherwise determined by LLS.

If any policy changes occur during the life of contract, it is the contractor's responsibility to provide updated proof of coverage to the LLS Procurement Department.

**GENERAL  
PERFORMANCE AND OPERATING CONDITIONS**

**1. Contract Time:**

Unless modified by the contract documents for a specific procurement, any contract issued as a result of this solicitation will be in effect for a period of one (1) year from date of award with option to renew for two (2) additional one-year periods (2019/2020 and 2020/2021). Renewal is contingent upon mutual agreement of the parties and appropriation of funding. Pricing must remain firm for the life of the contract or any extension thereof. There is no provision for escalation of pricing. Contractor may decline renewal with no penalty and LLS will re-bid. The issuance of a Blanket Purchase Order (BPO) for the second year shall constitute evidence of such renewal upon approval by the LLS Board of Education.

**2. Request(s) NOT Defined in Scope of Work:**

Contractor shall not perform work or supply property which is outside the scope of work in the contract documents even if requested by LLS staff. LLS shall not incur liability for payment for such unauthorized requests. Should such requests occur, contractor has the responsibility of calling such violations to the attention of LLS Procurement Department.

LLS does, however, reserve the right to negotiate with successful bidder(s) for pricing on items related to this contract but not specifically named herein. In the event a purchase is made as a result of such negotiations, the contract shall be amended to reflect the new item(s) and pricing structure.

**3. Safety:**

The contractor shall take all necessary precautions to protect the site occupants from hazardous conditions. The contractor shall abide by all Occupational Safety and Health Administration (OSHA) regulations and all State of New Mexico Environmental Improvements Board Occupations Health and Safety regulations that apply to this contract. The contractor shall defend, indemnify, and hold the Board of Education and its agents, officers, administrators, and employees free and harmless against all claims, loss, liability, and expense resulting from any alleged violation(s) of said regulation(s) including, but not limited to, fines or penalties, judgments, court costs, and attorneys' fees. The contractor also shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of his employees, agents, and/or subcontractors, in connection with this contract.

**4. Invoicing and Purchase Order Procedures:**

Upon award, LLS will issue a Blanket Purchase Order (BPO) which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed. Each pick up, delivery, or service call shall be ticketed separately, showing the LLS BPO number, delivery location, and the full signature with printed name of employee receiving the material. Initials only are not acceptable and will not be processed for payment.

Contractor must satisfy himself that a transaction is within the scope of the Contract. LLS is not responsible for unauthorized purchases or services by individuals who cannot be identified. Credits for unauthorized purchases or services will be issued to the LLS account.

**5. Itemized invoices:**

Invoices clearly referencing BPO and Work Order numbers shall be submitted to LLS Schools, Accounts Payable Department, P.O. Drawer 1300, Los Lunas, NM 87031. Copies of delivery tickets, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.



## **GENERAL PERFORMANCE AND OPERATING CONDITIONS (CON'T)**

### **6. Payment of Invoices:**

LLS will strive to meet or exceed prompt payment terms as may be established by statute. Late payment charges may be assessed on any unpaid balance due over 60 days in arrears at the rate of one and one-half percent (1.5%) per month. LLS will not automatically include late charges in your payment. Late charges must be properly documented with separate invoice showing invoice numbers, amount, date and computation to verify charges. Typically our payment schedule will be 30 days.

### **7. Late Payment Charges:**

After the sixtieth day from the date that written certification of acceptance by LLS is issued, late payment charges may be assessed on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month.

### **8. Final Invoices:**

When applicable, final invoice for each project shall be accompanied by all required guarantees, warranties, releases of lien and/or other submittals required by the contract.

### **9. Post Award Conference:**

After bid award, the contractor shall meet with LLS Procurement, Maintenance and Accounts Payable Departments to outline procedures specified under Items #4 through #6 and other relevant paperwork etc.

## GENERAL SPECIFICATIONS/SCOPE OF WORK

### 1. **Scope of Work:**

Los Lunas Schools (LLS) is soliciting PROFESSIONAL WINDOW CLEANING SERVICES per the terms and conditions described herein on an as-needed basis and upon available funds for this purpose. The successful vendor shall furnish all labor and materials necessary to provide thorough exterior and interior window cleaning services for Los Lunas High School, Valencia High School and Sundance Elementary- approximately 80,000 square feet interior and exterior combined.

### 2. **General:**

Bids will be opened and read aloud on Thursday, June 7, 2018 at 2:00 PM MDT at Los Lunas Schools Administration Offices at 119 Luna Ave., Los Lunas, NM 87031. Late bids will be rejected. Please call Los Lunas Schools at (505) 865-9636 or (505) 866-8259 for directions.

Please mark your Bid Envelope "Window Cleaning Bid 2018-011-HR" in the lower left hand corner to avoid bids arriving early being opened by mistake.

Bids may be mailed prior to bid opening to the following address:

Los Lunas Schools  
Procurement Office  
P. O. Drawer 1300  
Los Lunas, NM 87031  
Attn: Heather Rindels

Or may be Hand-Delivered to the following address:

Los Lunas Schools  
Procurement Office  
119 Luna Ave.  
Los Lunas, NM 87031  
Attn: Heather Rindels

### 3. **Contract Period:**

The Window Cleaning Services shall be for a period of one year with two (2) one year renewals, upon mutual agreement between both parties. Los Lunas Schools reserves the right to re-bid at any time should it be deemed necessary. The contract, upon mutual agreement by both parties, can be extended for an additional one-year period commencing on July 1, 2018 and ending on June 30, 2019, and the renewal to commence on July 1, 2019 and ending on June 30, 2020.

### 4. **CLEANING SCHEDULE:**

Window cleaning schedules are determined by the Maintenance Supervisor on an as-needed basis and upon available funds for this purpose. Most cleaning is performed during the summer months, prior to the start of the school year which is generally the second week of August. Cleaning is also scheduled during the winter holiday season and spring break, or as required throughout the school year.

### 5. **CLEANING SPECIFICATIONS:**

A. The Vendor must wash all interior and exterior windows and glass doorways at Los Lunas High School, Valencia High School and Sundance Elementary.

B. All window cleaning must be completed by use of professional window cleaning equipment that can reach the windows from ground level or from a powered lift capable of reaching at least 40 feet in height.

C. All window surfaces specified in this solicitation shall be washed thoroughly, removing all dirt, dust and foreign matter, and squeegee clean leaving no smears, smudges or film. The Vendor must contact the Maintenance Supervisor for any windows or doorways that are being blocked from being washed and cleaned because of grates, bars or screening.

D. The Vendor shall not use abrasive materials

E. The equipment shall be outfitted with non-skid feet to prevent marking of floors and indents of plexichrome and asphalt sidewalks

F. Windows on all floors of each building, unless specified otherwise, shall be cleaned.

G. Skylights are not included in this contract

H. Vendor must provide qualified technicians to perform all the services requested under the terms and conditions stated in these bid documents.

I. Work must be scheduled and coordinated through the Maintenance Supervisor at the District Service Center and the Site Administrator where work is to be performed. Schedules must allow time for furniture to be moved, area to be cleaned, and furniture moved back in place. Vendor must, when requested, assist in moving furniture in order to expedite a project. (See Bid Form).

J. Vendor is required to follow all safety rules associated with the type of work being performed as outlined in General Performance and Operating Conditions #3.

**6. MATERIAL SPECIFICATION DATA SHEETS – REQUIRED:**

As required by the State of New Mexico Department of Education standards and OSHA standards, the successful Vendor must provide to the Head Custodian, copies of all the manufacturers “Material Specification Data Sheets” (MSDS) for any materials used for cleaning such as spot remover chemicals, cleaners, solvents, soaps, etc.

**7. SERVICE TICKET – REQUIRED:**

A Service Ticket shall be provided at each site that states the location, date, time, room number(s), and square footage of area(s) being cleaned.

Service Ticket shall include Vendor’s assessment of the condition of areas surrounding the windows to be cleaned such as damaged window sills, scratches, cracks or pits, etc. prior to cleaning.

Upon completion of cleaning, any additional notes regarding any damage as the result of cleaning (nicks and/or scrapes to walls, door jambs, non-moveable furniture, etc.) must be noted on the Service Ticket. The Service Ticket must be signed by Site Administrator, Head Custodian, or designated person authorized to sign on behalf of the District, and must be submitted with invoices for payment.

**8. NORMAL WORK HOURS VENDOR IS TO BE AVAILABLE/ACCESSIBLE FOR SERVICE:**

Vendor will provide a telephone number that is easily accessible to LLS between the hours of 8:00 a.m. and 5:00 p.m., normal business hours from Monday through Friday, for the purposes of scheduling and verifying work to be performed, with a 24-hour response time to scheduling requests.

**9. NON-NORMAL WORK HOURS VENDOR IS TO BE AVAILABLE/ACCESSIBLE FOR SERVICE:**

Vendor shall provide a telephone number for after-normal business hours for emergency work that may be required due to acts beyond the district’s control, such as fire, flooding, vandalism, etc., for the purpose of making facilities ready for personnel with as little interruption to the learning process as possible.

**10. EXCEPTIONS TO WORK REQUESTED:**

Any exceptions or additional information regarding methods of cleaning, response time, recommendations, etc. should be duly noted on the Bid Form.

**11. MANDATORY:**

Vendor must read all the conditions described herein and sign the Acceptance Form provided in these bid documents, and must return same with Bid Form.

END OF SPECIFICATIONS

**PROCEED TO BID AND ACCEPTANCE FORMS**

**BID FORM IFB 2018-011 HR**

**FIRM NAME:** \_\_\_\_\_

This Bid Form, along with the Acceptance Form, must be submitted to Los Lunas Schools, P. O. Drawer 1300 (if mailed) or 119 Luna Ave., Los Lunas, NM 87031 (if hand-delivered) no later than **June 7, 2018 at 2:00 PM MDT**. Bids submitted after the appointed date and time will not be accepted.

Please provide the following information:

NAME OF COMPANY \_\_\_\_\_

REPRESENTED BY \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NM STATE PREFERENCE ID NO. \_\_\_\_\_

STATE CRS TAX ID NO. \_\_\_\_\_

FEDERAL TAX ID NO. \_\_\_\_\_

OR SOCIAL SECURITY NO. \_\_\_\_\_

**CHECK LIST – PLEASE NOTE THE FOLLOWING MANDATORY REQUIREMENTS:**

\_\_\_\_ PRE-BID CONFERENCE: **Tuesday, May 29, 2018 1:00 PM MDT**. Los Lunas High School Cafeteria, 1776 Emilio Lopez Rd. Los Lunas, NM 87031.

\_\_\_\_ VENDOR PROFILE: Brief description and history of your company including current size, organization and support staff qualifications and any certifications. Business must be more than 3 years old and have proven record or business in similar environments. Please include a current W-9.

\_\_\_\_ REFERENCES: List names, addresses (including city, state, zip) and phone numbers of three (3) accounts within the past two years that you have performed work for. All references will be verified.

\_\_\_\_ PAST EXPERIENCE: Vendor shall provide detailed documentation of actual previously completed projects of comparable size and complexity. Photographs desired.

\_\_\_\_ SIGN THE ACCEPTANCE FORM and return with BID FORM to the designated place and time stated herein.

\_\_\_\_ SIGN THE CAMPAIGN CONTRIBUTION DISCLOSURE FORM and submit with BID FORM

FIRM NAME: \_\_\_\_\_

**PROVIDE COST(S) TO CLEAN INTERIOR, INTERIOR ON EXTERIOR AND EXTERIOR WINDOWS AS DESCRIBED IN THE SCOPE OF WORK ON PAGES 9-11, PARAGRAPHS 1-11 FOR THE FOLLOWING SCHOOL SITES:**

**1. Los Lunas High School, 1776 Emilio Lopez Rd, Los Lunas, NM 87031**

- A. Interior Windows \$ \_\_\_\_\_
- B. Interior on Exterior Windows \$ \_\_\_\_\_
- C. Exterior Windows \$ \_\_\_\_\_
- D. TOTAL PRICE FOR LOS LUNAS HIGH SCHOOL \$ \_\_\_\_\_

**2. Sundance Elementary, 3701 Sundance Road, Los Lunas, NM 87031**

- A. Interior Windows \$ \_\_\_\_\_
- B. Interior on Exterior Windows \$ \_\_\_\_\_
- C. Exterior Windows \$ \_\_\_\_\_
- D. TOTAL PRICE FOR SUNDANCE ELEMENTARY \$ \_\_\_\_\_

**3. Valencia High School, 310 Bonita Vista Blvd, Los Lunas, NM 87031**

- A. Interior Windows \$ \_\_\_\_\_
- B. Interior on Exterior Windows \$ \_\_\_\_\_
- C. Exterior Windows \$ \_\_\_\_\_
- D. TOTAL PRICE FOR VALENCIA HIGH SCHOOL \$ \_\_\_\_\_

PROVIDE A LUMP SUM PRICE (EXCLUDING NMGR) FOR EACH LOCATION. LOS LUNAS SCHOOLS RESERVES THE RIGHT TO FINALIZE A CONTRACT WITH THE MOST ADVANTAGEOUS BIDDER

**BID FORM – PAGE 3**

FIRM NAME: \_\_\_\_\_

**PRICING:**

COST PER SQUARE FOOT FOR WORK PERFORMED DURING  
NORMAL WORKING HOURS TO INCLUDE 8:00 A.M. TO 5:00 P.M.  
MONDAY THROUGH FRIDAY      \$ \_\_\_\_\_ SQ. FT.

COST PER SQUARE FOOT FOR WORK TO BE PERFORMED  
ON AN EMERGENCY BASIS AFTER NORMAL WORKING HOURS  
BETWEEN 5:00 P.M. AND 8:00 A.M., MONDAY THROUGH  
FRIDAY, AND SATURDAYS AND SUNDAYS      \$ \_\_\_\_\_ SQ. FT.

**CLEANING METHODS/EQUIPMENT**

STATE TYPE OF CLEANING METHODS YOU PROVIDE:

CAN YOU PROVIDE 24 HOUR RESPONSE TIME TO PHONE REQUESTS TO SCHEDULE WORK?  
\_\_\_\_\_

IF YES, PROVIDE DAYTIME PHONE NUMBER AND ADDRESS WHERE YOU CAN BE REACHED:  
\_\_\_\_\_

ARE YOU AVAILABLE AFTER-HOURS AND WEEKENDS FOR EMERGENCY WORK?  
\_\_\_\_\_

IF YES, PROVIDE EVENING PHONE NUMBER AND ADDRESS WHERE YOU CAN BE REACHED  
\_\_\_\_\_

CAN YOU PROVIDE MSD SHEETS AS REQUESTED? \_\_\_\_\_

CAN YOU ASSIST IN MOVING FURNITURE IN ORDER TO EXPEDITE A PROJECT?  
\_\_\_\_\_ IF YES, PLEASE INDICATE COST PER HOUR \$ \_\_\_\_\_/HR.

PLEASE NOTE ANY EXCEPTIONS, OR PROVIDE ANY ADDITIONAL INFORMATION YOU DEEM  
NECESSARY FOR LOS LUNAS SCHOOLS TO KNOW IN CONSIDERATION OF YOUR OFFER.

**ACCEPTANCE FORM  
FOR  
THE TERMS AND CONDITIONS  
OF  
IFB 2018-011-HR**

**INVITATION FOR BID  
FOR  
WINDOW CLEANING SERVICES**

I, the undersigned, have read the Terms and Conditions in the Invitation for Bid and understand that these Terms and Conditions will become the Contract, if I and/or my firm are the successful bidder, with Los Lunas Schools.

I have also read and understand the Information to Bidders, Insurance Requirements, General Operating Conditions, and Technical Specifications, and have provided all necessary documentation as required on the Bid Form.

NAME OF COMPANY \_\_\_\_\_

REPRESENTED BY \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PLEASE READ, SIGN, AND RETURN WITH YOUR BID**



## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS OR INVITATIONS TO BID AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the Public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: (Completed by State Agency or Local Public Body)

Frank Otero	Board President
Georgia Otero-Kirkham	Board Vice-President/Finance Committee Chair
Sonya C'Moya	Board Secretary/Finance Committee
Bryan Smith	Board Member/Audit Committee Chair
Brandon Campanella	Board Member/Audit Committee

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)  
(Attach extra pages if necessary)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Date \_\_\_\_\_

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (Position) \_\_\_\_\_